



AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE
PARKING AUTHORITY

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, May 3, 2018
5:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

Ralph Rubio	Mayor/Chair
Dennis Alexander	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
David R. Pacheco	Council/Agency Member
Kayla Jones	Council/Agency Member

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

Members of the public wishing to address the Agency on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

4. **CLOSED SESSION**

A. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:**

Quitclaim land as a public benefit conveyance to California State Parks in support of the proposed Fort Ord Dunes Campground. Location: Immediately west of the intersection of Divarty Street (aka 1st Street) and 1st Avenue. Beginning at a point 25 feet north of Divarty Street and west of 1st Avenue, head approximately 228 feet west along existing fence line toward the highway 1 right of way, then proceed approximately 275 feet south to include the pedestrian way, then proceed approximately 157 feet east to the 1st Avenue right of way, then returning to the point of beginning. Approximately 60,000 square feet. **Negotiator for the City:** Craig Malin, City Manager. **Under Negotiation:** Instructions to negotiator will concern price, terms of payment or both.

B. **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (2) (d) - ANTICIPATED LITIGATION**

Conference with legal counsel regarding significant exposure to litigation

(two potential cases).

5. **CONSENT AGENDA**

A. **APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

PURPOSE & RECOMMENDATION: It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of April 7, 2018 through April 20, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 12, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$477.62.

B. **APPROVE MINUTES OF APRIL 5TH AND 19TH 2018**

RECOMMENDATION: It is recommended that the minutes be reviewed and approved.

C. **ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2017**

PURPOSE & RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency of the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending March 31, 2017.

D. **AUTHORIZATION FOR THE USE OF PARCELS FOR FIREWORKS STANDS OWNED BY THE SEASIDE PARKING AUTHORITY AND THE SUCCESSOR AGENCY TO THE SEASIDE REDEVELOPMENT AGENCY.**

PURPOSE & RECOMMENDATION: The purpose of this item is for the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside and the Parking Authority, to grant authorization to the below organizations to conduct the sale of fireworks on parcels that are owned by the Successor Agency and the Parking Authority between June 28, 2018 and July 5, 2018. It is recommended that the Successor Agency and the Parking Authority grant a License Agreement to the following organizations for the sale of fireworks in accordance with a Fireworks Permit that would be issued by the Seaside Fire Department:

1. Kiwanis Club of Seaside - Vacant site located at 1271 Canyon Del Rey Boulevard located between Laguna Grande Park and Chili's Restaurant formerly owned by the City of Seaside Redevelopment Agency.
2. The Village Project - Portion of the southern frontage of the Laguna Grande Shopping Center located at 1590 Canyon Del Rey Boulevard owned by the Parking Authority.
3. The Carpenters House - Vacant parcel located at 1181 Broadway Avenue formerly owned by the Redevelopment Agency.
4. NAACP = Parking lot located at 1173 Broadway Avenue formerly owned by the

Redevelopment Agency.

6. **STUDY SESSION**

A. **DISCUSS AND PROVIDE DIRECTION FOR ASSIGNING CITY COUNCIL LIAISONS TO BOARDS, COMMISSIONS, AND COMMITTEES**

PURPOSE & RECOMMENDATION: To discuss and provide direction to staff on appointments of Council Liaisons to Boards, Commissions and Committees.

B. **STUDY SESSION ON THE INTRODUCTION OF A SEASIDE CERTIFIED FARMER'S MARKET**

PURPOSE & RECOMMENDATION: The purpose of this item is to preview features of Seaside's new Farmer's Market to debut in 2018 and provide direction to staff.

7. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
May 17, 2018
Seaside City Hall
5:30 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:

<http://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.A.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Lori Merwin, Finance Assistant

DATE: May 3, 2018

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of April 7, 2018 through April 20, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 12, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$477.62.

BACKGROUND

In accordance with Government Code Section 37208, at each Agency Board meeting the Board is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the Agency Board for inspection and confirmation.

A description of the checks and wires exceeding \$10,000.00 is as follows:

* There were no checks over \$10,000.00 for the period of April 7, 2018 through April 20, 2018.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, April 5, 2018
6:30 PM

1. **CALL TO ORDER**

Mayor Pro Tem Alexander called the meeting to order at 6:30 PM

CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

PRESENT: Alexander, Campbell, Jones, Pacheco

ABSENT: Rubio

3. **PUBLIC COMMENT**

Mayor Pro Tem Alexander invited comments from the public.

- Bobby Maxwell President of the Police Activities League invited the Council and the public to the annual awards banquet on April 13th at the Embassy Suites.

2. **PLEDGE OF ALLEGIANCE**

4. **CONSENT AGENDA**

Mayor Pro Tem Alexander invited comments from the Council and the public and had no requests to speak.

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following vote the City Council approved the Consent Agenda as presented.

RESULT:	Approved
MOVER:	Council Member Jason Campbell
SECONDER:	Kayla Jones
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Ralph Rubio

B. **APPROVE MINUTES OF MARCH 15, 2018**

Action: Approved

A. **APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

Action: Approved

5. **ADJOURNMENT**

On motion, the meeting was adjourned at 6:34 PM.

Respectfully submitted,



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, April 19, 2018
5:30 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 5:30 PM.

CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public on the Consent Agenda and the Closed Session items and had no requests to speak.

4. **CLOSED SESSION**

The City Council adjourned to Closed Session at 5:33 PM.

A. **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (2) (d) - ANTICIPATED LITIGATION**

The City Council reconvened the meeting and there were no reports.

5. **CONSENT AGENDA**

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved item B of the Consent Agenda.

RESULT: **Approved**

MOVER: Council Member Jason Campbell

SECONDER: Council Member Dave Pacheco

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

ABSENT: None

A. **APPROVE MINUTES FROM APRIL 5, 2018 MEETING**

Action: Continued

B. **APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

Action: Approved

6. **STUDY SESSION**

A. **PAVEMENT MANAGEMENT PROGRAM**

City Engineer Riedl introduced the item and to present the results of the Pavement Management Program survey conducted by NCE Engineering and Environmental Services. He introduced Margo Yapp from NCE who explained the purpose of a pavement management program as a tool to identify what is in the street network (conditions), what needs to be fixed, the order in which it needs to be fixed, and a cost effective way to fix it. The philosophy of the software is prioritizing pavement preservation. She outlined the asset data of the City's street system including the fact that there are 76.04 miles of center line road and delineated the difference between types of roads and explained the total asset value of the City's street network at \$104.4 million dollars.

She explained how the pavement conditions were measured and rated and that the City's overall PCI is scored at 63, which is considered "at risk", on a scale of 100. She detailed the different levels of the measurements and when roads typically begin to fail. Statewide average of the PCI is 65. City of Seaside streets: 1/3 are in good condition, 1/3 are at risk and 1/3 are poor or /failed.

Ms. Yapp then explained possible funding scenarios for maintenance explaining how \$1.5 million per year anticipated from SB 1 fund would negligibly impact the pavement conditions and that deferred maintenance will continue increasing. She also explained that due to the high supply of jurisdictions with deferred maintenance throughout the state this new funding has created a significant increase in the cost of pavement management services with low supply of contractors. Seaside's required maintenance per year to maintain road conditions is \$4.2 million per year. To improve the CPI, it would require \$9.6 million per year with deferred maintenance decreases to \$12 million. As a funding option, she detailed different bond funded scenarios at \$7 Million, \$10 million, or \$15 million.

She concluded by summarizing that the City currently has a huge investment into the street network. The overall network condition is "Fair" but the \$1.5 million is not sufficient to maintain and the prediction is that it will deteriorate over the next 10 years and conditions will be "very poor" by the end of that 10 years. She recommended the Council consider what policies to have in place for a sustainable community. Ms. Yapp answered questions from the Council.

On question, City Engineer Riedl explained what the City is currently expending funds toward for pavement repair, including a new patch truck for fixing pot holes. Council Member Pacheco requested that staff bring forward for action possible bond funding scenarios to which City Manager Malin indicated it was on the work plan. Mr. Pacheco encouraged bonding at the \$10 to \$15 million rate.

Council Member Campbell questioned the difference between focus of repair or reconstruction. Mr. Riedl indicated that reconstruction costs are significantly increased due to the ADA accessibility requirements that must be fulfilled at the same time. The Council discussed different prioritizations for repair discussing simple maintenance vs the rebuild of the road. Ms. Yapp said that some default assumptions were made and that can be modified based on policy direction on priorities.

Mayor Rubio said, and the Council agreed, that this will come back before the Council for discussion about funding road maintenance through bonds and setting policies for maintenance priorities as this was intended to be an introductory discussion.

Mayor Rubio invited comments from the public and had no requests to speak.

7. **ADJOURNMENT**

Meeting was adjourned at 6:45 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.C.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 3, 2018

**SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR
THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE
QUARTER ENDING MARCH 31, 2017**

PURPOSE & RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency of the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending March 31, 2017.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report.

The March 31, 2017 report shows that approximately 79% of the portfolio is City of Seaside funds and 21% is Successor Agency Funds. 59% of the funds are invested the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. EXHIBIT A
 2. EXHIBIT B
 3. EXHIBIT C
-

4. LAIF PROGRAM DESCRIPTION
 5. LAIF PERFORMANCE REPORT 12-31-17
 6. LAIF HISTORICAL INTEREST RATES
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARCH 31, 2018**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 12,753,305.79
General Checking	Rabobank	Market	\$ 1,200,663.09
Money Market	Rabobank	Market	\$ 4,118,072.52
PARS Retirement Account	US Bank	Market	\$ 7,391.44
York Tail Claims	Bank of America	Market	\$ 39,681.36
Bond 2014 Reserve account	US Bank	Market	\$ 729,297.47
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 340,073.79
US Bank - PNC Equipment Lease Escrow Account	US Bank	Market	\$ 2,016,033.12
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 551,106.61
	Total		\$ 21,755,625.19

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Craig Malin
City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT REPORT - DETAIL AS OF
MARCH 31, 2018**

Exhibit B

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	1.16%	12,753,305.79	58.62%	12,753,305.79
<u>Checking Account</u>				
Rabobank - General Checking	0.00%	1,200,663.09	5.52%	1,200,663.09
Rabobank - Money Market	0.20%	4,118,072.52	18.93%	4,118,072.52
PARS Retirement Account	1.39%	7,391.44	0.03%	7,391.44
Bank of America-York Checking	0.00%	39,681.36	0.18%	39,681.36
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	0.00%	729,297.47	3.35%	729,297.47
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.20%	340,073.79	1.56%	340,073.79
<u>US Bank - PNC Equipment Lease Escrow Account</u>	0.20%	2,016,033.12	9.27%	2,016,033.12
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	0.83%	551,106.61	2.53%	551,106.61
Total Cash and Investments		21,755,625.19	100.00%	21,755,625.19

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
JANUARY 1, 2017 THROUGH MARCH 31, 2018**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 9,723,785.48	3,000,000.00		29,520.31	\$ 12,753,305.79
CHECKING ACCOUNT						
Rabobank - General Checking	OPEN	\$ 2,539,824.12	14,830,016.17	16,169,177.20		\$ 1,200,663.09
Rabobank - Payroll Checking	OPEN	\$ -	5,588,446.86	5,588,446.86		\$ -
Rabobank, Money Market	OPEN	\$ 8,365,735.74	1,500,000.00	5,750,000.00	2,336.78	\$ 4,118,072.52
PARS Retirement Account	OPEN	\$ 10,313.70	6,200.00	9,137.65	15.39	\$ 7,391.44
York Tail Claims	OPEN	\$ 39,504.19	22,695.95	22,518.78	-	\$ 39,681.36
BOND RESERVE ACCOUNT - HELD BY TRUSTEES						
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 729,497.36	95,363.01	95,601.37	38.47	\$ 729,297.47
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 462,695.68	-	122,831.25	209.36	\$ 340,073.79
PNC Equipment Lease Escrow Account	OPEN	\$ 2,118,970.37	-	103,847.25	910.00	\$ 2,016,033.12
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 549,975.85	-	-	1,130.76	\$ 551,106.61
		\$ 24,540,302.49	25,042,721.99	27,861,560.36	34,161.07	\$ 21,755,625.19

Overview of the Investment Division

Mission, Purpose and History

The mission of the Investment Division is to prudently manage the Pooled Money Investment Account (PMIA) Portfolio, the Time Deposit Program (TDP), and the Local Agency Investment Fund (LAIF) Program under the statutory authority granted by state law and consistent with the investment objectives of Safety, Liquidity, and Yield.

The State Treasurer invests taxpayer's money safely, while minimizing service costs and maximizing investment yields. The investments help manage cash flow and enhance local governments' financial security. These duties are carried out through the PMIA.

The LAIF program allows cities, counties and special districts to place money in a major portfolio at no additional costs to taxpayers, using the expertise of the Investment Division staff. Participating agencies can withdraw their funds from LAIF at any time.

Under the TDP, the PMIA deposits money with community banks at competitive rates. Eligible institutions are commercial banks, savings banks and credit unions that are federally insured and licensed to accept deposits in the State of California. Banks which receive time deposit funds can use the money to expand economic opportunities and create jobs in the communities they serve.

The Investment Division staff invests PMIA funds in a wide range of securities, using more than 75 brokers, dealers, banks and direct issuers. The PMIA is governed by the Pooled Money Investment Board (PMIB) created by the Legislature in 1955, while LAIF, created in 1977, receives oversight and guidance from the Local Investment Advisory Board (LIAB). The State Treasurer chairs both the PMIB and LIAB.

Investment Division Goals

Goal 1: Continuously monitor the credit quality of a diversified list of approved issuers of eligible securities, provide for the liquidity needs of PMIA participants, while obtaining a competitive yield from our investments.

Goal 2: Maintain a highly skilled, knowledgeable, and resourceful staff that is fully cross-trained to increase operational flexibility, to ensure organizational continuity, and to ensure the Division's ability to respond to new or unexpected market changes.

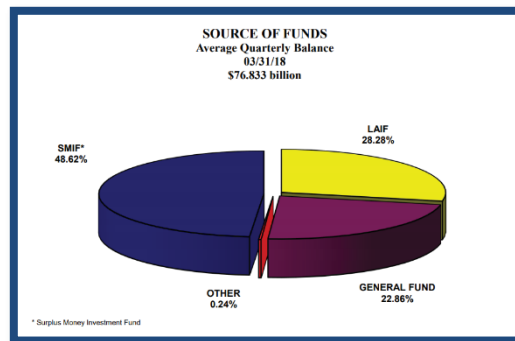
Goal 3: Utilize technological innovations to enable staff to more efficiently manage their workload and to provide new and useful services to our local government partners.

Goal 4: Increase training opportunities and other efforts to prepare for generational change in staffing and management.

Division Programs

Pooled Money Investment Account (PMIA)

The Investment Division is responsible for managing the PMIA Portfolio. The State Treasurer, through the Investment Division, invests state and local agency money deposited in the PMIA consistent with prudent management, while it minimizes service costs and maximizes investment returns. The PMIA consists of the Surplus Money Investment Fund (SMIF), LAIF, and the General Fund. The Investment Division is responsible for the administration of the PMIA investment program on a day-to-day basis. The



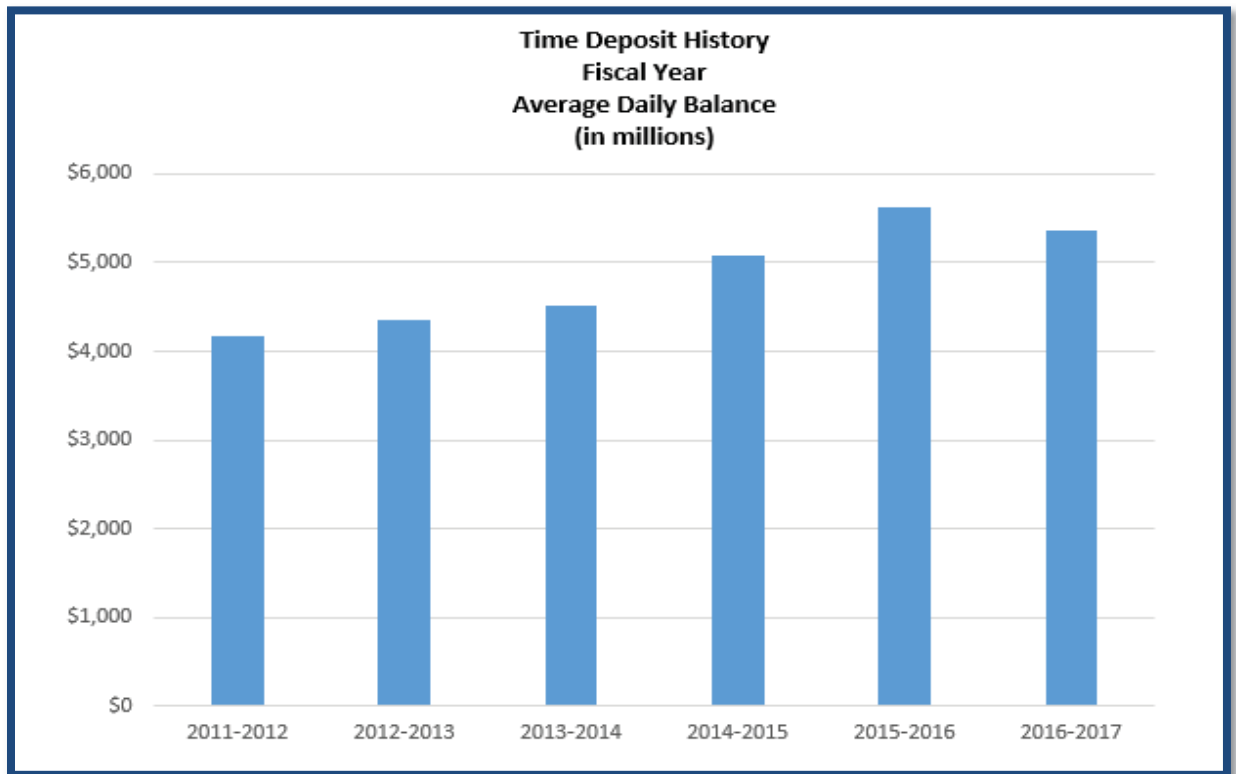
Centralized Treasury and Securities Management Division (CTSMD) determines the amounts available for investment while maintaining the approved compensating balance position. Therefore, there is continual adjustment of the estimates for receipts and disbursements to reflect current and available information. Subsequently, the Investment Division purchases authorized securities in accordance with the market conditions to ensure the State's daily cash needs are met. The Investment Division also acts as the agent for purchase or sale of securities on behalf of various state agencies and programs and provides support to the State Treasurer for his investment-related Board responsibilities on the California Public Employee's Retirement System (CalPERS) and the California State Teachers' Retirement System (CalSTRS).

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio, included on page 12 of this document, to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by the Investment Division staff and reviewed by both the PMIB and the LIAB.

Time Deposit Program (TDP)

The TDP was created in 1945 under Government Code Section 16500 et seq. (see Appendix C). The program allows the State Treasurer to place deposits with eligible California financial institutions. The program assures a yield to the PMIA above the Treasury Bill yield and makes money available to community banks at generally better rates than they can get from other sources. All time deposits are fully collateralized. Eligible institutions include federally-insured commercial banks, savings banks and credit unions authorized to accept deposits in the State of California. Participants also must have a Community Reinvestment Act rating of not less than satisfactory. This rating is based on the institution's lending and investment practices and the services it offers to the community. The lending evaluation examines the institution's activities with respect to home mortgage loans, as well as loans for small businesses, small farms, and community development, including affordable housing and not-for-profit organizations that meet low-to-moderate income housing needs.

The State Treasurer places a high priority on community investment. Every effort is made to ensure access to the TDP for institutions that rely more on public and private deposits to lend and invest within their neighborhoods. By accessing funds through the TDP, financial institutions can re-invest in the California communities they serve.



The Local Agency Investment Fund

The Local Agency Investment Fund (LAIF) is a voluntary program created by statute in 1977 as an investment alternative for California's local governments and special districts and continues today under Treasurer John Chiang's administration (see Appendix A). The enabling legislation for LAIF is codified in Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff. This in-house management team is comprised of civil servants who have worked for the State Treasurer's Office for decades.

The LAIF is approximately 28% of the PMIA. The PMIA began in 1953 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members. The chairman is the State Treasurer or his/her designated representative. Two members who are qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state, are appointed by the State Treasurer. The term of each appointment is two years or at the pleasure of the appointing authority.

All securities purchased for the PMIA are authorized under Government Code Sections 16430 and 16480.4 (see Appendix B). The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by investment staff and reviewed by both the PMIB and the LIAB on an annual basis.

LAIF administrative costs are minimal and are assessed quarterly. The Government Code states that administrative costs are not to exceed 5% of quarterly earnings of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly earnings of the fund for the subsequent fiscal year (Government Code Section 16429.1). These fees cover actual costs to administer the LAIF program. A history of administrative costs can be found at www.treasurer.ca.gov/pmia-laif/historical/admin_costs.asp.

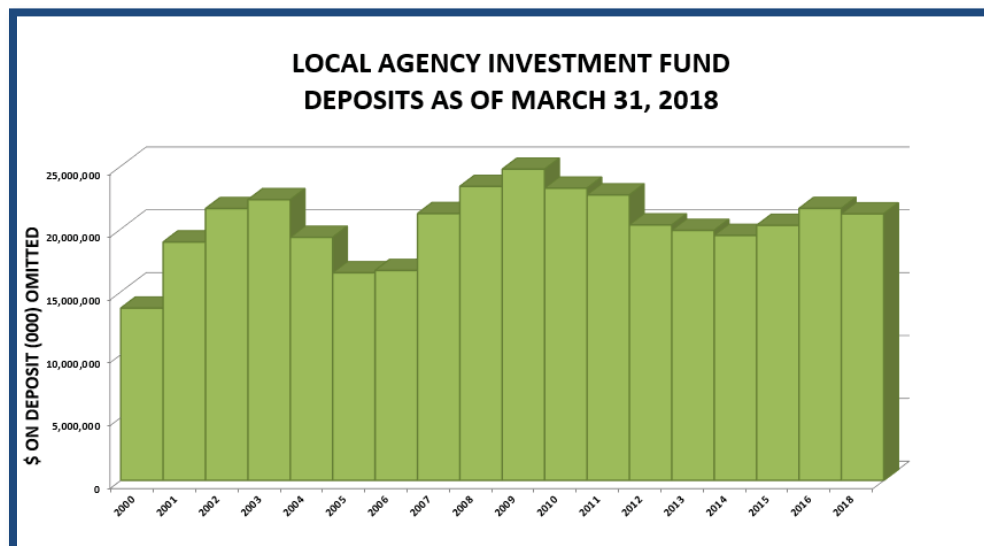
Interest is calculated on a dollar-day basis to guarantee equitable distribution among all member funds and is paid quarterly.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting audit report is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investment and LAIF claims are audited on a daily basis by the State Controller's Office as well as through an in-house audit process.

Moneys deposited in LAIF are afforded certain statutory protection. Government Code Section 16429.3 states that "moneys placed with the Treasurer for deposit in the Local Agency Investment Fund by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, Government Code Section 16429.4 was added to provide further protection. This section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the Local Agency Investment Fund, upon demand, may not be altered, impaired, or denied, in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,426 participants and \$21.2 billion as of March 31, 2018.



Board Members

Local Investment Advisory Board

Chairman:

JOHN CHIANG, State Treasurer

Members:

MARTIN KRIEGER
Finance Director
Desert Water Agency

BETH RENGE
President
Frontline Financial Group, LLC

DOUGLAS C. ROBINSON
Principal
RCM Robinson Capital Management, LLC

LAURA PARISI
City Treasurer
City of Laguna Beach

<http://www.treasurer.ca.gov/pmia-laif/liab-members.asp>

Pooled Money Investment Board

Chairman:

JOHN CHIANG, State Treasurer

Members:

BETTY T. YEE
State Controller

MICHAEL COHEN
Director of Finance

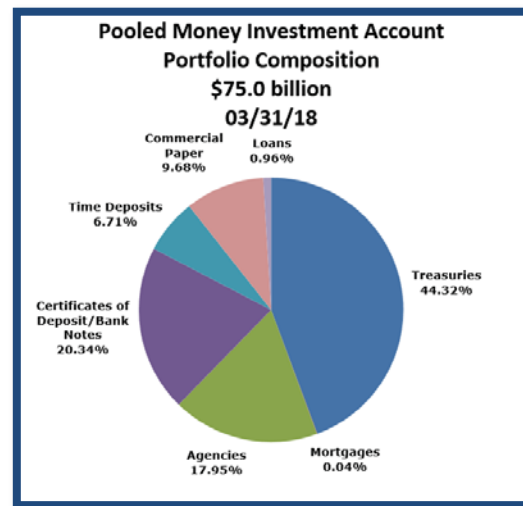
Safety, Liquidity and Yield

LAIF provides local agencies a way to invest cash held in the treasury pool that may be withdrawn as needed on a same-day basis to meet an agency's cash flow needs, while realizing interest generated by the PMIA. The Investment Division places the goals of Safety, Liquidity, and Yield above all others, and in this order. These goals are stated in the Investment Policy, which can be found on page 12.

Safety

Due to the portfolio's characteristics, credit risk is minimal. The pool is managed to ensure the safety of the portfolio by investing in high quality securities and by maintaining a mix of securities that provide reasonable assurance that no single investment or class of investments will have a disproportionate impact on the total portfolio. Additionally, LAIF funds are protected by statute and are not borrowable.

Furthermore, LAIF funds are not affected by a budget impasse. (Government Code Section 16429.4) The Court of Appeal issued a decision on the *Jarvis Taxpayers Association v. Connell* case on May 29, 2002, where the court held that the Controller may disburse funds during a budget impasse when the state and federal law properly authorize or require their payment, despite the absence of a budget act or emergency appropriation.



Liquidity

The pool is managed to ensure that normal cash needs, as well as unscheduled cash needs, can be met. Adequate liquidity shall be maintained to ensure the unforeseen cash needs, whether ordinary or extraordinary. The pool will maintain a "cash flow generated" portfolio balance sufficient to cover the one-month prepared cash forecast, as well as the six-month prepared cash forecast. Further, sufficient marketable treasuries will be maintained to cover unforeseen withdrawals or delayed deposits. The following chart demonstrates the liquidity of the PMIA.



PAR VALUES MATURING BY DATE AND TYPE

Maturities in Millions of Dollars

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out
TREASURY	\$ 1,300	\$ 1,500	\$ 1,900	\$ 1,600	\$ 3,350	\$ 2,700	\$ 1,550	\$ 3,000	\$ 7,650	\$ 8,300	\$ 600		
REPO													
TDs	\$ 1,754	\$ 1,211	\$ 1,345	\$ 313	\$ 197	\$ 213							
AGENCY	\$ 3,417	\$ 1,850	\$ 3,075	\$ 1,350	\$ 700	\$ 800	\$ 1,025	\$ 527	\$ 75	\$ 1,216	\$ 605		
CP	\$ 2,350	\$ 2,250	\$ 1,450	\$ 450	\$ 600	\$ 100	\$ 100						
CDs + BNs	\$ 2,800	\$ 4,100	\$ 3,975	\$ 1,150	\$ 900	\$ 200	\$ 1,200	\$ 100	\$ 750	\$ 75			
CORP BND													
TOTAL													
\$ 75,672	\$ 11,621	\$ 10,911	\$ 11,745	\$ 4,863	\$ 5,747	\$ 4,013	\$ 3,875	\$ 3,627	\$ 8,475	\$ 9,591	\$ 1,205	\$ -	\$ -
PERCENT	15.4%	14.4%	15.5%	6.4%	7.6%	5.3%	5.1%	4.8%	11.2%	12.7%	1.6%	0.0%	0.0%

Notes:

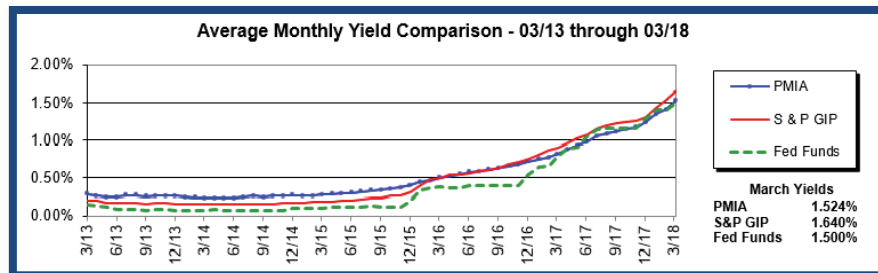
1. SBA Floating Rate Securities are represented at coupon change date.
2. Mortgages are represented at current book value.
3. Figures are rounded to the nearest million.
4. Does not include AB55 and General Fund loans.

Yield

PMIA investments and deposits are made in such a way as to realize the maximum return consistent with safe and prudent treasury management. The rate of return is maintained on a consistent level representative of current market yield direction.

Sales gains and losses will not be incurred as to radically alter the final quarterly apportionment rate. Significant sales gains will be offset for restructuring purposes to maintain consistent current return as well as to maximize future portfolio performance. Significant sales losses shall be incurred only by consent of the Treasurer, or when sufficient profits negate the alteration of the apportionment rate.

The chart below illustrates the PMIA yield compared to the Fed Funds rate and other local government investment pools.



All of the PMIA goals, objectives and policies are observed by the Director of Investments or his/her designee, monitored by the Treasurer's Investment Committee, and reviewed continually by the Treasurer or his/her designee.



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/19/18	1.53	1.41	176
03/20/18	1.54	1.41	175
03/21/18	1.54	1.41	174
03/22/18	1.55	1.41	178
03/23/18	1.56	1.42	180
03/24/18	1.56	1.42	180
03/25/18	1.56	1.42	180
03/26/18	1.56	1.42	176
03/27/18	1.57	1.42	175
03/28/18	1.57	1.42	177
03/29/18	1.58	1.43	179
03/30/18	1.59	1.43	183
03/31/18	1.59	1.43	183
04/01/18	1.59	1.59	183
04/02/18	1.60	1.60	190
04/03/18	1.60	1.60	190
04/04/18	1.61	1.60	188
04/05/18	1.61	1.60	187
04/06/18	1.62	1.61	185
04/07/18	1.62	1.61	185
04/08/18	1.62	1.61	185
04/09/18	1.62	1.61	186
04/10/18	1.63	1.61	184
04/11/18	1.63	1.61	183
04/12/18	1.65	1.62	183
04/13/18	1.65	1.62	183
04/14/18	1.65	1.62	183
04/15/18	1.65	1.62	183
04/16/18	1.65	1.63	180
04/17/18	1.66	1.63	181
04/18/18	1.67	1.63	180

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

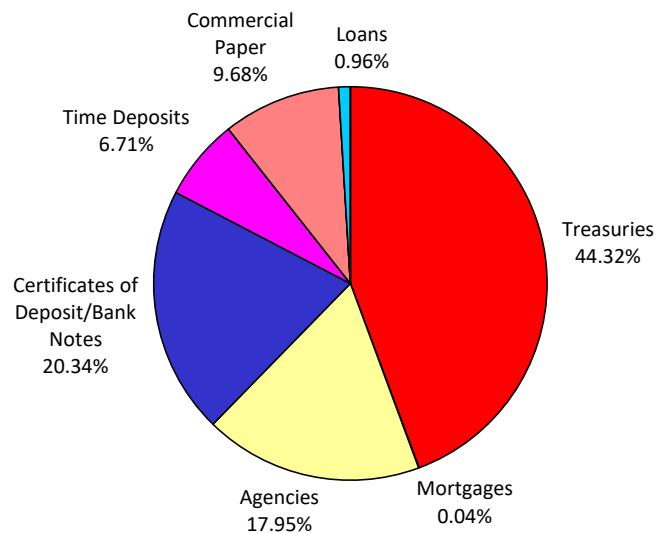
Quarter Ending 03/31/18

Apportionment Rate: 1.51%
 Earnings Ratio: 0.00004135534904993
 Fair Value Factor: 0.997538001
 Daily: 1.59%
 Quarter to Date: 1.43%
 Average Life: 183

**PMIA Average Monthly
Effective Yields**

Mar 2018 1.524
 Feb 2018 1.412
 Jan 2018 1.350

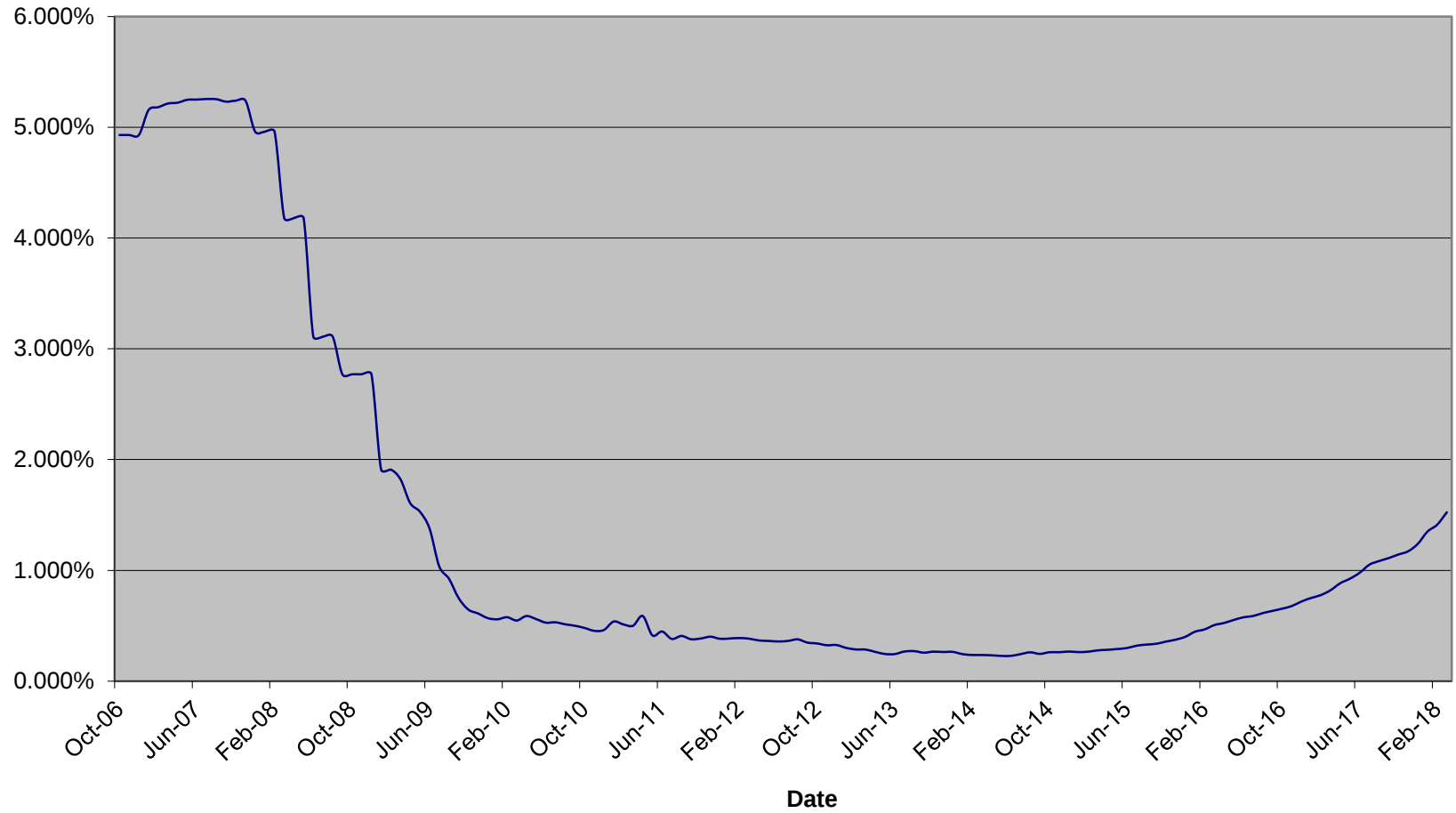
**Pooled Money Investment Account
Portfolio Composition
03/31/18
\$75.0 billion**



Based on data available as of 4/18/2018

HISTORICAL LAIF INTEREST RATES

Interest Rate





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: May 3, 2018

SUBJECT: AUTHORIZATION FOR THE USE OF PARCELS FOR FIREWORKS STANDS OWNED BY THE SEASIDE PARKING AUTHORITY AND THE SUCCESSOR AGENCY TO THE SEASIDE REDEVELOPMENT AGENCY.

PURPOSE & RECOMMENDATION

The purpose of this item is for the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside and the Parking Authority, to grant authorization to the below organizations to conduct the sale of fireworks on parcels that are owned by the Successor Agency and the Parking Authority between June 28, 2018 and July 5, 2018. It is recommended that the Successor Agency and the Parking Authority grant a License Agreement to the following organizations for the sale of fireworks in accordance with a Fireworks Permit that would be issued by the Seaside Fire Department:

1. Kiwanis Club of Seaside - Vacant site located at 1271 Canyon Del Rey Boulevard located between Laguna Grande Park and Chili's Restaurant formerly owned by the City of Seaside Redevelopment Agency.
2. The Village Project - Portion of the southern frontage of the Laguna Grande Shopping Center located at 1590 Canyon Del Rey Boulevard owned by the Parking Authority.
3. The Carpenters House - Vacant parcel located at 1181 Broadway Avenue formerly owned by the Redevelopment Agency.
4. NAACP = Parking lot located at 1173 Broadway Avenue formerly owned by the Redevelopment Agency.

BACKGROUND

Each year, community non-profit groups request that the City of Seaside authorize the use of vacant City owned or former Redevelopment Agency owned properties for the placement of their fireworks stands. In advance of the 2018 Fireworks Sales Event that will occur between June 28, 2018 and July 5, 2018, the City of Seaside has received a request from the Seaside Kiwanis Club, the Village Project, the Carpenter's House Church, and NAACP for the use of parcels that are owned by the Parking Authority and/or are under the control of the Successor Agency to the Redevelopment Agency. The letters of request submitted by each group are provided as Attachment 1. Site maps are provided as Attachment 2. Site photographs are provided as Attachment 3.

Per the State Fire Marshall, a firework stand must be located a minimum of 40 feet from an existing building. City staff has verified that the size of each site and the location of the structures surrounding each site would accommodate the placement of a 40-foot wide fireworks booth in compliance with the State Marshall requirements. Staff recommends approval of each request in accordance with the Use Agreement provided as Attachment 4. The use agreement includes terms and conditions that address the following items:

- Insurance requirements
- Indemnification of the Redevelopment Agency and City of Seaside
- Conditions of Approval
- Utilities
- Responsibility for Premises during event
- Compliance with Laws during event
- Restrictions on Subletting
- Termination for default on the terms of the agreement
- Legal Action

The approval of the use agreement is only for the authorization to use Parking Authority and "Successor Agency" property to conduct fireworks sales under a valid fireworks permit issued by the Seaside Fire Department and does not constitute approval of a valid fireworks permit that would be issued by the State Fire Marshall and administered by the Seaside Fire Department. The use agreement shall become null and void if an organization fails to provide the required information necessary to receive a valid fireworks permit.

FISCAL IMPACT

There is no direct fiscal impact.

ATTACHMENTS

1. Attachment 1- Letters of Request
 2. Attachement 2 -Location Maps
 3. Attachment 3-Site Photographs
 4. Attachment 4-Fireworks Sales Use Agreements
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Craig Malin, City Manager

ATTACHMENT 1

Letters of Request

Letter of Request Kiwanis Club

March 29, 2018

City of Seaside
Community Development Department
440 Harcourt Avenue
Seaside, CA 93955

Dear Director,

The Kiwanis Club of Seaside has been granted the privilege to use the Lot 1271 Canyon Del Rey Blvd (APN#011-371-005+022 next to Chili's Restaurant) to sell fireworks in the past.

The Kiwanis Club of Seaside is requesting permission to use the same lot again to sell fireworks this year from June 28, 2018 to July 5, 2018. The hours of operation will be from 10:00am to 8:00 pm daily.

The Kiwanis Club of Seaside operates exclusively for the promotion of social welfare and the net earnings of the organization are devoted exclusively to charity, education, or recreational purposes.

Sincerely,



Alice Jordan
Fundraising Chairperson

Letter of Request The Village Project



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

Phone: (831) 392-1500 - Fax: (831) 392-1501

4/23/2018

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

We are requesting the use of Canyon Del Rey Blvd. parking lot for the sales of our Fireworks Booth Fundraiser, I have enclosed written permission from the stores. We were able to use the parking lot last year, everything went well, and we had no problems or incidents. We are hoping to use the parking lot this year, from June 28-July 5th.

If you have any questions, please contact me.

Thank you,
Monica Mapp

NAACP Youth Council Advisor

831-392-1500 or 831-521-6300



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

Phone: (831) 521-6300 – Fax: (831) 392-1501

4/06/2018

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

The undersign has agreed to let the Monterey Peninsula's NAACP Youth Council use the Canyon Del Rey Blvd. parking lot, for the sale of a fireworks booth fundraiser. Fundraiser will be from June 28th- July 5th.

Shell X _____ Date _____

Home Depot X  _____ Date 4/11/18

Smart & Final X _____ Date _____

McDonalds X _____ Date _____

Staples X _____ Date _____

Thank you in advance,

Monica Mapp
NAACP Youth Council Advisor
831-392-1500



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955

Phone: (831) 521-6300 – Fax: (831) 392-1501

4/06/2018

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

The undersign has agreed to let the Monterey Peninsula's NAACP Youth Council use the Canyon Del Rey Blvd. parking lot, for the sale of a fireworks booth fundraiser. Fundraiser will be from June 28th- July 5th.

Shell X _____ Date _____

Home Depot X _____ Date _____

Smart & Final X  Date 4/11/18

McDonalds X _____ Date _____

Staples X  Date 4/11/2018

Thank you in advance,

Monica Mapp
NAACP Youth Council Advisor
831-392-1500



Monterey County NAACP Youth Council

Post Office Box 1308, Seaside California 93955
Phone: (831) 521-6300 – Fax: (831) 392-1501

4/06/2018

Seaside Parking Authorities
440 Harcourt Avenue
Seaside, CA 93955

Dear Parking Authorities,

The undersign has agreed to let the Monterey Peninsula's NAACP Youth Council use the Canyon Del Rey Blvd. parking lot, for the sale of a fireworks booth fundraiser. Fundraiser will be from June 28th- July 5th.

Shell X *Laure Hays* Date 4-5-18

Home Depot X _____ Date _____

Smart & Final X _____ Date _____

McDonalds X _____ Date _____

Staples X _____ Date _____

Thank you in advance,

Monica Mapp
NAACP Youth Council Advisor
831-392-1500

Letter of Request The Carpenter's House Church



RECEIVED BY
CITY OF SEASIDE

APR 24 2018

COMMUNITY
DEVELOPMENT

The Successor Group to Seaside Redevelopment Agency
City of Seaside
440 Harcourt
Seaside, CA 93955

April 23, 2018

Dear Members:

We at The Carpenter's House have been proud and grateful to be a non-profit operator of one of our fireworks stands in Seaside. It is a great enablement to serving our community youth in life forming ways.

Last year, as in years before, you granted us permission to use your Agency's vacant lot at 1185 Broadway Ave. It has served us well and the people of our city enjoy the accessibility of the location.

We would therefore like to request permission to use it once again for this year's (2018) location for our fireworks stand. We would greatly appreciate your kind consideration and approval. Thank you!

Should there be need of additional information please contact me at (831) 277-5195 or (831) 899-8900, or Email: fredmeeks@carpentershouse.org. Thank you again.

Fred C. Meeks

Pastor
The Carpenter's House

1309 Broadway Ave. - Seaside, CA 93955 - (831) 899-8900
www.carpentershouse.org

Letter of Request **NAACP**

JOSH STEWART
1530 COSTA STREET
SEASIDE CA. 93955

CITY OF SEASIDE

21 April 2018

Dear Sir/ Madams

I am writing on the behalf of the Monterey County Branch of the National Association for the Advancement of colored Peoples (NAACP) about using the parking lot at 1173 Broadway ave. for a fire work booth to sell fireworks for the fourth of July celebration.

Monies raised from the sales of these items will be used to upgrade office furniture and computer equipment to better service the residents of Monterey County.

Liability Insurance will be purchase to cover the volunteers and staff needed during the required time describe by the city. Safety rules will be strictly enforced when the booth is in operation. Booth will be staff with employee's 18 years and above. Hours of operation will be enforcing in accordance with city ordinances and operation procedures.

Thanks in Advance.



Josh Stewart

Fundraising Committee Member

Email---jazzstewart22@gmail.com (831)383-6552

ATTACHMENT 2

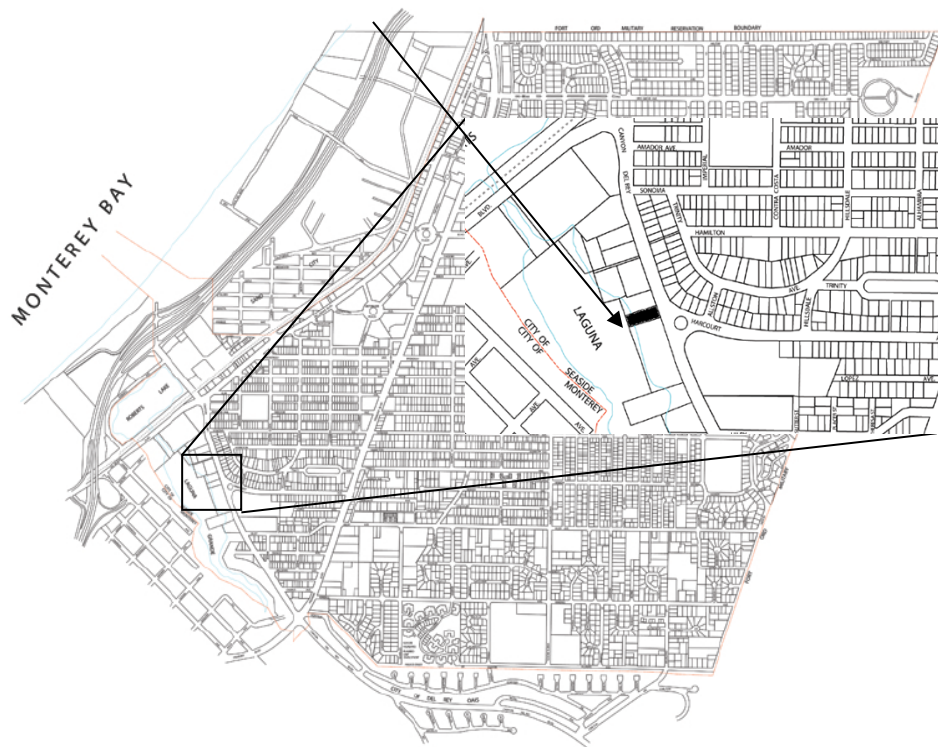
Location Maps

LOCATION MAP

KIWANIS CLUB of SEASIDE

Project Location: 1271 Canyon Del Rey Blvd.

(APN#: 011-371-005 and 022)

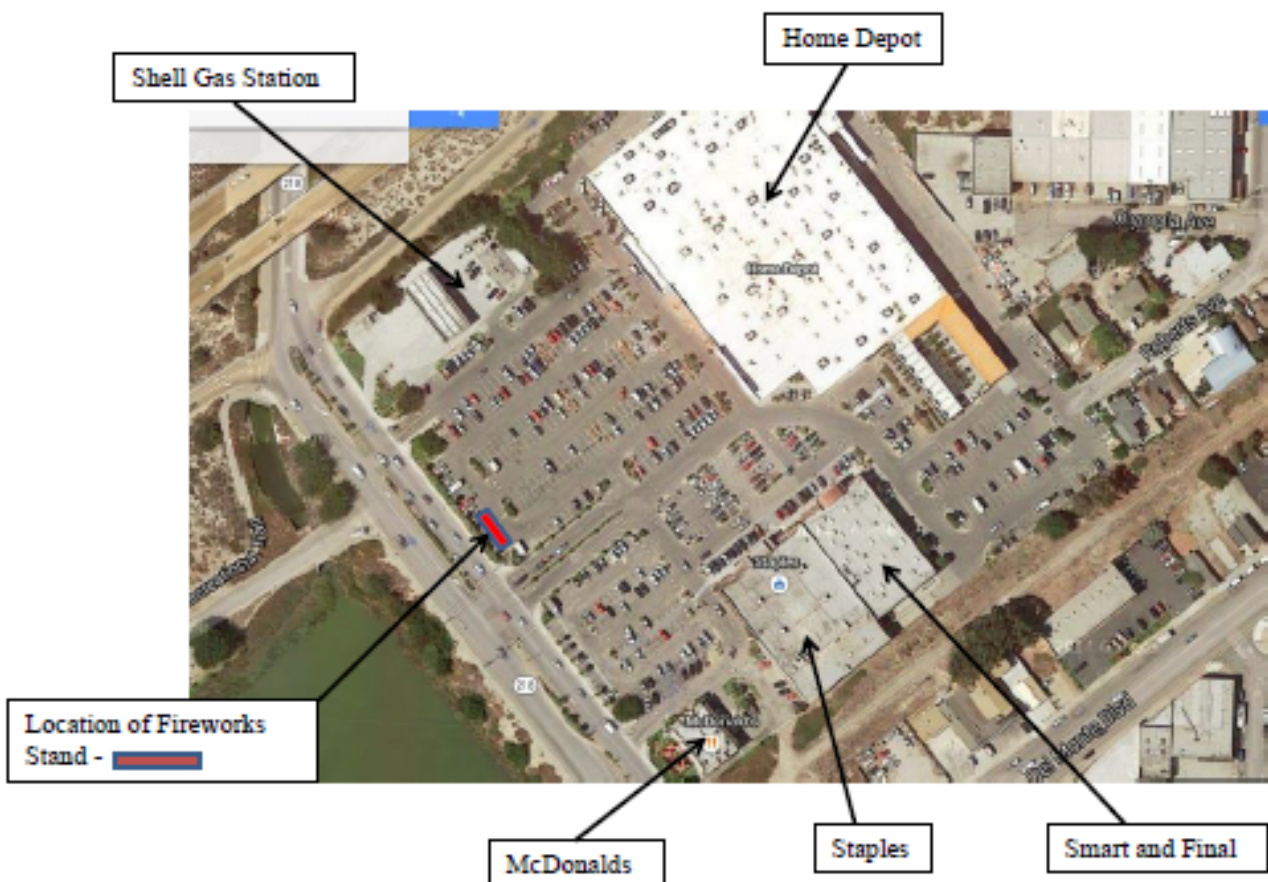


LOCATION MAP

THE VILLAGE PROJECT

Project Location: In front of 1590 Canyon del Rey Blvd.

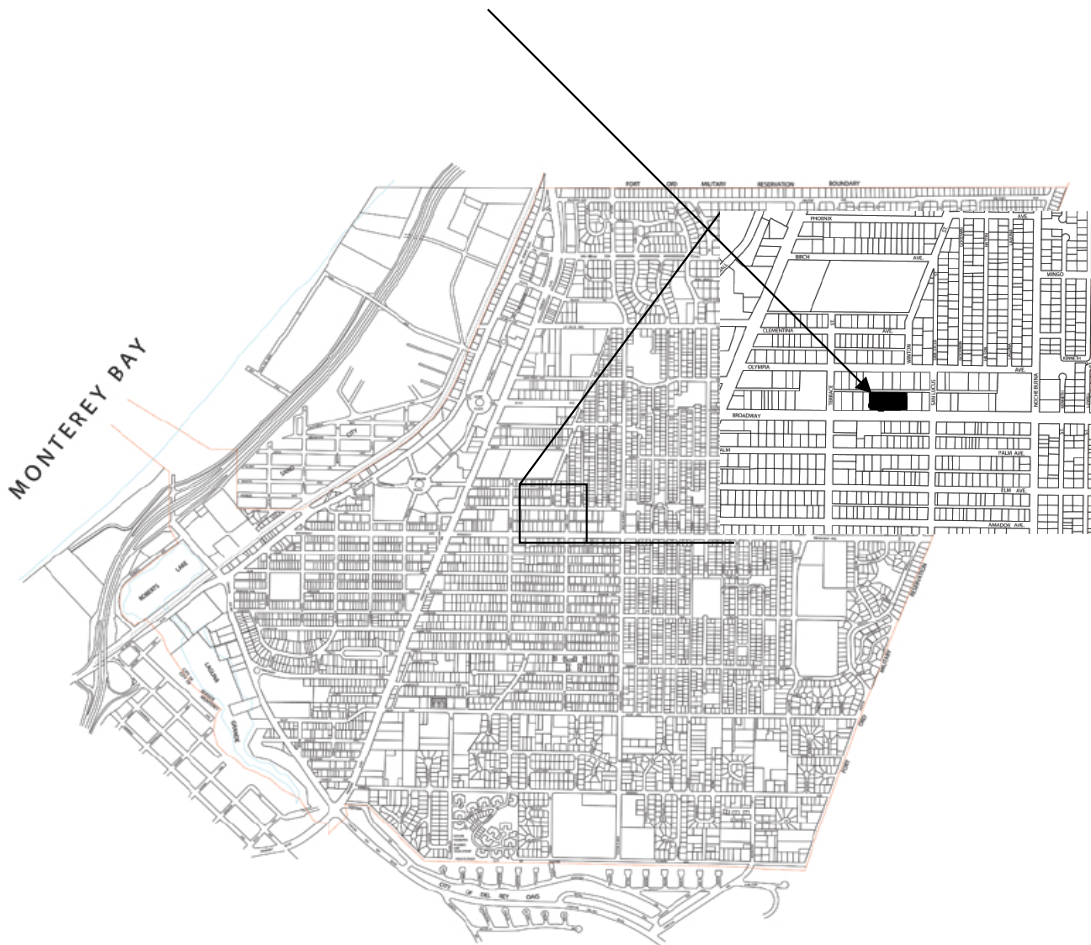
(APN#: 011-501-020)



LOCATION MAP

CARPENTER'S HOUSE CHURCH

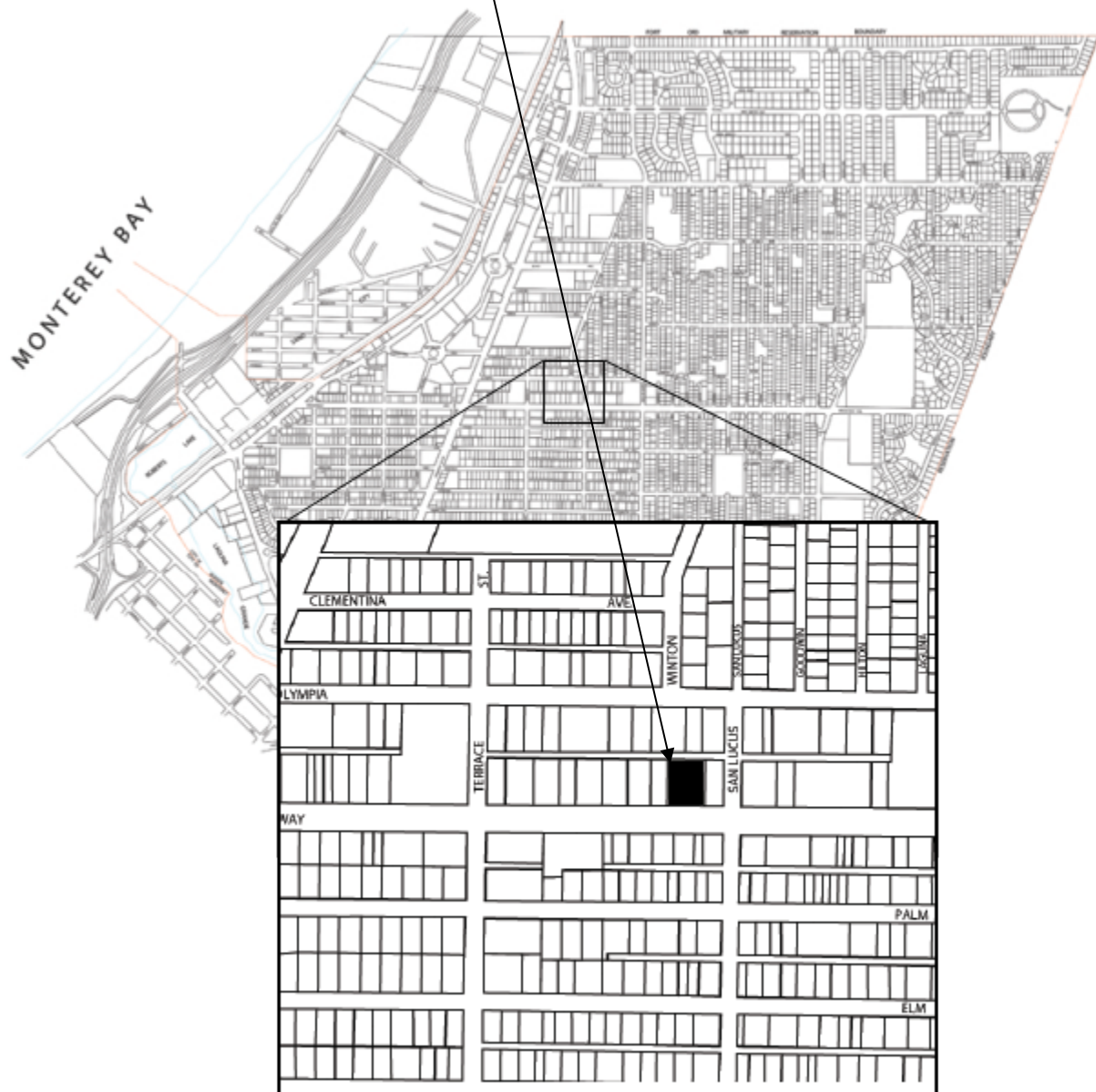
Project Location: APN# 012-191-023 and 024



LOCATION MAP

NAACP
APN# 912-191-017

Project Location: 1173 Broadway Avenue



ATTACHMENT 3

Site Photographs

SITE PHOTOGRAPHS

Kiwanis Club of Seaside Site



Vacant lot on Canyon del Rey Boulevard East of Chili's restaurant

SITE PHOTOGRAPHS

The Village Project Site



Canyon Del Rey Boulevard in front of Home Depot



Parking lot in front of Home Depot

SITE PHOTOGRAPHS

The Carpenter's House Church Site



North side of Broadway Avenue – Vacant Lot

SITE PHOTOGRAPHS

NAACP Site



North Side of Broadway Avenue – Parking Lot at 1173 Broadway Avenue

ATTACHMENT 3

Site Photographs

SITE PHOTOGRAPHS Kiwanis Club of Seaside Site



Vacant lot on Canyon del Rey Boulevard East of Chili's restaurant

SITE PHOTOGRAPHS

The Village Project Site



Canyon Del Rey Boulevard in front of Home Depot



Parking lot in front of Home Depot

SITE PHOTOGRAPHS

The Carpenter's House Church Site



North side of Broadway Avenue – Vacant Lot

SITE PHOTOGRAPHS NAACP Site



North Side of Broadway Avenue – Parking Lot at 1173 Broadway Avenue

ATTACHMENT 4
Firework Sales Use Agreements

FIREWORK SALES USE AGREEMENT

Kiwanis Club

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 3rd day of May, 2018, by and between the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, a municipal corporation, hereinafter referred to as “Successor Agency”, and Kiwanis Club of Seaside hereinafter referred to as “Tenant” provides as follows:

1. PREMISES

The “Successor Agency” authorizes the Tenant to use the land known as Assessor’s Parcel Number 011-371-005 & 022 shown on the attached site plan and located at 1271 Canyon del Rey Blvd. (vacant lot east of Chili’s restaurant.)

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2018 thru July 5, 2018.

3. INSURANCE

- 1) The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the “Successor Agency”, naming the City of Seaside and the “Successor Agency” as also insured there under, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, which would insure the Tenant and the City of Seaside and “Successor Agency” against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the “Successor Agency”, and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.
2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2018.
3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.
4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.
5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.
6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.
7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.
1. The right to use Redevelopment Agency/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.
9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.
10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.
11. If the property is sold by the "Successor Agency" prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.

12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The Tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The Tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the Tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the Tenant, the Tenant shall pay to the City of Seaside and "Successor Agency" upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and the "Successor Agency" and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

The Tenant shall not sublease the whole or any part of the premises, not assign, and hypothecate any or all of its rights hereunder.

10. TERMINATION

The Agency and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the “Successor Agency”. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the Tenant and Agency.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

City of Seaside/Successor Agency

Tenant (Non-Profit Group)

Craig Malin, EXECUTIVE DIRECTOR

Kiwanis Club of Seaside
(Name of Organization)

Print Name/Title

Signature

FIREWORKS SALES USE AGREEMENT

The Village Project

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 3rd day of May, 2018, by and between the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, a municipal corporation, hereinafter referred to as “Successor Agency”, and “Parking Authority” The Village Project hereinafter referred to as “Tenant” provides as follows:

1. PREMISES

The “Successor Agency” and “Parking Authority” authorizes the Tenant to use the land known as Assessor’s Parcel Number 011-501-020 shown on the attached site plan and located within the vacant lot in front of Home Depot (1590 Canyon del Rey Blvd.).

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2018 thru July 5, 2018.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the “Successor Agency”, naming the City of Seaside and the “Successor Agency” as also insured there under, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, which would insure the Tenant and the City of Seaside and “Successor Agency” against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the “Successor Agency”, and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.
2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2018.
3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.
4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.
5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.
6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.
7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.
8. The right to use Redevelopment Agency/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.
9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.
10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.
11. If the property is sold by the "Successor Agency" prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.

12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The Tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The Tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the Tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the Tenant, the Tenant shall pay to the City of Seaside and "Successor Agency" upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and the "Successor Agency" and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

The Tenant shall not sublease the whole or any part of the premises, not assign, and hypothecate any or all of its rights hereunder.

10. TERMINATION

The Agency and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the “Successor Agency”. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the Tenant and Agency.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

PARKING AUTHORITY

Tenant (Non-Profit Group)

Craig Malin, EXECUTIVE DIRECTOR

The Village Project
(Name of Organization)

Print Name/Title

Signature

FIREWORKS SALES USE AGREEMENT

The Carpenter's House Church

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 20th day of May, 2017, by and between the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, a municipal corporation, hereinafter referred to as "Successor Agency", and The Carpenter's House Church hereinafter referred to as "Tenant" provides as follows:

1. PREMISES

The "Successor Agency" authorizes the Tenant to use the land known as Assessor's Parcel Number 012-191-023 & 024 shown on the attached site plan and located within a a vacant lot on the north side of Broadway Avenue west of San Lucas Street.

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2018 thru July 5, 2018.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the "Successor Agency", naming the City of Seaside and the "Successor Agency" as also insured there under, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, which would insure the Tenant and the City of Seaside and "Successor Agency" against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the "Successor Agency", and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.
2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2018.
3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.
4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.
5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.
6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.
7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.
8. The right to use Redevelopment Agency/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.
9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.
10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.
11. If the property is sold by the "Successor Agency" prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.
12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The Tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The Tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the Tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the Tenant, the Tenant shall pay to the City of Seaside and "Successor Agency" upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and the "Successor Agency" and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

The Tenant shall not sublease the whole or any part of the premises, not assign, and hypothecate any or all of its rights hereunder.

10. TERMINATION

The Agency and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the “Successor Agency”. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the Tenant and Successor Agency.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

City of Seaside/Successor Agency

Tenant (Non-Profit Group)

Craig Malin, Executive Director

The Carpenter’s House Church
(Name of Organization)

Print Name/Title

Signature

FIREWORKS SALES USE AGREEMENT NAACP

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 3rd day of May, 2018, by and between the City of Seaside as the Successor Agency to the Redevelopment Agency of the City of Seaside, a municipal corporation, hereinafter referred to as “Successor Agency”, and The NAACP hereinafter referred to as “Tenant” provides as follows:

1. PREMISES

The “Successor Agency” authorizes the Tenant to use the land known as Assessor’s Parcel Number 012-191-017 shown on the attached site plan and located within a a vacant lot on the north side of Broadway Avenue west of San Lucas Street.

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28, 2018 thru July 5, 2018.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the “Successor Agency”, naming the City of Seaside and the “Successor Agency” as also insured there under, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, which would insure the Tenant and the City of Seaside and “Successor Agency” against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the “Successor Agency”, and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.
2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2018.
3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.
4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.
5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.
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7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.
8. The right to use Redevelopment Agency/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.
9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.
10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.
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12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

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The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The Tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The Tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the Tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the Tenant, the Tenant shall pay to the City of Seaside and "Successor Agency" upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and the "Successor Agency" and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

The Tenant shall not sublease the whole or any part of the premises, not assign, and hypothecate any or all of its rights hereunder.

10. TERMINATION

The Agency and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the “Successor Agency”. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the Tenant and Successor Agency.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

City of Seaside/Successor Agency

Tenant (Non-Profit Group)

Craig Malin, Executive Director

NAACP

(Name of Organization)

Print Name/Title

Signature



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.A.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: May 3, 2018

**SUBJECT: DISCUSS AND PROVIDE DIRECTION FOR ASSIGNING CITY
COUNCIL LIASIONS TO BOARDS, COMMISSIONS, AND
COMMITTEES**

PURPOSE & RECOMMENDATION

To discuss and provide direction to staff on appointments of Council Liaisons to Boards, Commissions and Committees.

BACKGROUND

Boards and Commissions are established in order to provide independent recommendations to Council and in some instances, to make independent decisions and take administrative actions. The Boards and Commissions play an important role by being visible in the community and bringing a broad representation of community input into the City process. However sometimes these advisory bodies are not in alignment with City Council priorities or direction, mostly because they are not adequately informed.

Many cities have assigned Council liaisons as a way to have direct communication with advisory bodies or with community organizations to answer questions pertaining to Council priorities and policy guidance. The Liaison should not be an advocate for the Commission, give direction or influence a decision of the Commission. They may, however, assist and provide guidance to Commissions with their work plans or agendas as it relates to City Council priorities. Attendance typically is discretionary at meetings, not required but encouraged. The Council Liaison would have no vote on the Commission and may not act as an ex-officio member of a Commission. The Council Liaison does not participate in the discussion by the Commission. However, they can communicate messages on behalf of the Council and answer Commission questions.

During the April 5, 2018 City Council Meeting, Council Member Campbell requested to

agendize for action assigning Council liaison to Boards and Commissions.

Staff encourages the Council to discuss this item taking into account the need for Council members to maintain their position as an impartial decision-maker consistent with due process expectations. It's important that any interaction with Commissions not preclude any individual or item from having a fair and impartial hearing.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: May 3, 2018

**SUBJECT: STUDY SESSION ON THE INTRODUCTION OF A SEASIDE
CERTIFIED FARMER'S MARKET**

PURPOSE & RECOMMENDATION

The purpose of this item is to preview features of Seaside's new Farmer's Market to debut in 2018 and provide direction to staff.

BACKGROUND

The City of Seaside has entered into an agreement with Everyone's Harvest to manage a Certified Farmer's Market in Seaside. The Certified Farmer's Market is planned for Saturdays from 10-2. Details on the exact Seaside location and time are still pending and your direction is important to finalize the details for the event's debut.

Important factors to consider in the placement of the Certified Farmer's Market are the access and egress of the market vendors and their 10' by 10' booths and vendor parking as well as the positive impacts to the City for access to healthy, fresh food options and family-friendly community events.

The approved West Broadway Urban Village specific plan encourages hosting a farmer's market (page 255), policy CIRC-4 considers the center of West Broadway between Hillsdale and Alhambra to accommodate pedestrian activities and special events (page 51) and Policy ECON-8 allows for temporary closures of Plan Area streets for special events that strategically promote the Urban Village (page 50). Diversion of traffic to parallel streets during special events is also addressed (page 67).

The first promotional goal in the WBUV specific plan (page 221) is to initiate activities on West Broadway Avenue to reintroduce the community to its downtown and associate downtown with successful events and highlight its importance as a town center, joining the

long-standing tradition of Gold Coast Rods' "Hot Cars Cool Nights" as an event on West Broadway Avenue.

A Certified Farmer's Market distinguishes itself as an event that features certified farmers that sell what they grow.

Seaside's Certified Farmer's Market will include acceptance of EBT and will include a Market Match to maximize value for EBT customers.

Seaside residents have repeatedly indicated that a Certified Farmer's market in is a priority during our outreach on the General Plan update and during polls at the City Birthday party and National Night Out.

Everyone's Harvest's mission is to provide access to healthy, affordable fruits and vegetables through certified farmers' markets and community food programs. Everyone's Harvest is an established market manager for popular Certified Farmer's Markets in Marina, Pacific Grove and two hospital campuses in Salinas.

FISCAL IMPACT

The new farmer's market is currently fully budgeted in the General Fund.

ATTACHMENTS

1. Eveyones Harvest agreement 4-18
2. Public Interest in Broadway Events
3. Everyones Harvest Flyer
4. Seaside Letter EH BOD 042318

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



Mailing Address: P.O. Box 1423, Marina, CA 93933 · Office Address: 240 10th Street, Marina, CA 93933
Phone: (831) 384-6961 · Fax: (831) 883-3310 · www.everyonesharvest.org

Exhibit A

April 3, 2018

Sharon Mikesell
Economic Development
440 Harcourt Ave.
Seaside, CA 93955

Re: CERTIFIED FARMERS' MARKET SERVICE DRAFT PROPOSAL – CITY OF SEASIDE

Dear Ms. Mikesell,

Thank you for the opportunity to submit, on behalf of Everyone's Harvest, this draft proposal to create a vibrant, healthy Certified Farmers' Market for the City of Seaside. This is a formal request to approve the Everyone's Harvest – Seaside Certified Farmers' Market Proposal (detailed in this letter), agreement between the Owner, Seaside) and the not-for-profit organization, Everyone's Harvest, for the fiscal year of 2018 from May 1, 2018 to October 31, 2018. This letter is a formal proposal by Everyone's Harvest to provide service to City of Seaside in the amount of \$20,340.

PROJECT DESCRIPTION

Below is the list of identified projects and services we anticipate providing to the City of Seaside from May 1, 2018 to October 31, 2018 including a total of 18 markets from June 2, 2018, to September 29, 2018 taking place every Saturday from 10:00 AM to 2:00 PM (18 markets over 24 total weeks of service). Seaside market set-up is from 8:30 AM to 10:00 AM and breakdown 2:00 PM to 3:00 PM. Note that these are only estimates and will be further clarified through the scopes of services for all projects. Actual hours and costs may vary from the identified estimates below, depending on each scope of service.

The SEASIDE Certified Farmers' Market will include certified California growers and prepared food. The SEASIDE Market will include a Market Information Booth staffed by Everyone's Harvest. Under this scope of work all vendor fees collected by Everyone's Harvest at the SEASIDE Market will be credited to SEASIDE when Everyone's Harvest invoices SEASIDE.

SEASIDE CERTIFIED FARMERS' MARKET SERVICES:

EVERYONE'S HARVEST will, under this scope of work, provide to CITY OF SEASIDE: the following from May 1, 2018 to October 31, 2018 (Market opening date June 2; closing date September 29):

Internal Systems Management provided for SEASIDE Certified Farmers' Market:

- EBT (Electrical Benefit Transfer): Everyone's Harvest's redemption system will allow low-income families on Temporary Aid to Needy Families (TANF) to use their EBT card at the SEASIDE Market. No power needed for this activity.
- MARKET MATCH (incentive program): Everyone's Harvest will participate in the Market Match program. This will allow every EBT customer who conducts a \$10 transaction at the SEASIDE Market to receive a match up to \$10 worth of produce through Market Match fund incentives per day. The program runs when funding is available from ALBA or other funders.
- WIC (Woman, Infants, and Children): Everyone's Harvest will provide WIC voucher program involvement. This will allow low-income families on Temporary Aid to Needy Families (TANF) the ability to use their WIC farmers' market vouchers at the SEASIDE Market.
- Everyone's Harvest Rules and Regulations, Rule Sign-Off Form, and Vendor Application to ensure all Market vendors and participants are safe and follow governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
- Everyone's Harvest Information Booth including information about healthy eating, cooking at home, and access to EBT benefits at every SEASIDE Market.
- Use of Everyone's Harvest equipment and supplies at every SEASIDE Market.
- Coordination, communication, goal setting, and evaluation with Everyone's Harvest SEASIDE Market staff.
- Collaboration with SEASIDE staff to determine SEASIDE Market vendors and participants.
- Involve and manage other non-profit organizations including students from the Service Learning Institute of California State University Monterey Bay with Service Learning volunteer students.
- Monthly market reports and deposits from vendor fees collected.
- Monthly payment of bills pertaining to the SEASIDE Market.

Executive Director provides for SEASIDE Certified Farmers' Market:

- Planning and coordination of SEASIDE Market details with City of Seaside.
- Coordination, supervision, and support of Everyone's Harvest SEASIDE Market staff.

Market Manager provides for SEASIDE Certified Farmers' Market:

- Coordination of all SEASIDE Market set-up and take-down activities.
- Enforcement of all Everyone's Harvest Rules and Regulations and governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
- Organization of current participants' documents (collecting and filing): Participants' Applications, Rule-Sign-Off, Hold harmless agreements, and current permits.
- Distribution and collection of participants' Certified Producer Load Lists.
- Collection of all fees and receipts from SEASIDE Market vendors. Under this scope of work all vendor fees collected by Everyone's Harvest at the SEASIDE Market will be credited to SEASIDE when Everyone's Harvest invoices SEASIDE.
- Purchasing of all SEASIDE Market supplies.

- Determination of participants' role and if any, restrictions on produce sold at SEASIDE Market to ensure variety and SEASIDE Market success.
- Organization of participants' spaces at the SEASIDE Market.
- Communication with SEASIDE Market vendors and participants.
- Maintenance of trash, debris, and food from SEASIDE premises after every SEASIDE market.

Program Coordinator provides for SEASIDE Certified Farmers' Market:

- Conduct outreach and advertising for the SEASIDE Market including coordinating advertisements and the distribution of SEASIDE Market posters and postcards throughout SEASIDE grounds, Health Department, and local area.
- Coordinate Fresh Rx Program, Market Match, and other Community Food Programs to help SEASIDE families access healthy, affordable fruits and vegetables.

Below is the list of identified projects and services we anticipate providing to SEASIDE from May 1, 2018 to October 31, 2018 (18 markets over 24 total weeks of service), including a regular market from June 2, 2018, to September 29, 2018 taking place every Saturday.

Project Details of SEASIDE Certified Farmers' Market:

- Everyone's Harvest estimates employees will spend an average of 18 hours a week between three employees on the SEASIDE Certified Farmers' Market on and off site.
- Current scope of work defines these activities. Proposed dates are:
 - Coordinate SVMH Market, recruit vendors, and Community Food Program details from May 1, 2018 to October 31, 2018.
- SEASIDE Market will operate every Saturday from 10:00am to 2:00pm
- Nov. 1st to Jan. 30th meetings with SEASIDE and Everyone's Harvest administrative staff will take place to reflect on Market and Community Food Program season and to make adjustments for the season to come.

FLAT RATE FOR THE SEASIDE CERTIFIED FARMERS' MARKET SERVICE:

The flat rate for Everyone's Harvest to run the SEASIDE Certified Farmers' Market including market preparation and market operation from May 1, 2018 to October 31, 2018 (18 markets over 24 total weeks of service) is \$675 per week for 24 weeks for a total of \$16,200.

The flat rate includes:

On-site services, total of 10 hours weekly;

- Market Manager for 8 hours per week;
- Program Coordinator 2 hours per week.

Off-site services, total of 8 weekly;

- Executive Director for 2 hours per week;
- Market Manager for 4 hours per week;
- Program Coordinator for 2 hours per week.

ADDITIONAL COSTS FOR THE SEASIDE CERTIFIED FARMERS' MARKET:

Additional costs for this scope of work not included in the flat rate to run the SEASIDE Certified

Farmers' Market include:

- Incentive coupons not to exceed \$1,200.00
- Permits and fees cost not to exceed \$1,500.00
- Project supply cost not to exceed \$1,000.00
- Sanitation (trash service) cost not to exceed \$300.00
- Printing cost not to exceed \$500.00
- Indirect costs (20%) not to exceed \$4,140.00

Total additional costs nots (not including flat rate cost) not to exceed \$8,640.00

VENDOR FEES COLLECTED AT SEASIDE CERTIFIED FARMERS' MARKET

It is estimated the SEASIDE Certified Farmers' Market will collect vender fees of \$4,500 from May 1, 2018 to October 31, 2018. These fees will be reported and credited to SEASIDE when Everyone's Harvest invoices SEASIDE. The total estimated cost to run the SVMH Farmers' Market is \$24,840.00. With an estimation of \$4,500.00 in vendor feeds, total SEASIDE cost from Everyone's Harvest is estimated to be \$20,340.00.

PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS

Invoices shall be sent to Owner by Corporation by the 10th of every month.

Reimbursable expenses will be billed in accordance. Expenditures will be made in the direct interest of the SEASIDE Market project including, but not limited to expenses of incentives and project supplies.

EXTENT OF THE AGREEMENT

This agreement represents the entire and integrated agreement between the Owner, CITY OF SEASIDE and the Corporation, EVERYONE'S HARVEST may be amended only by written instrument signed by both Owner and Corporation. This agreement may be terminated by either party upon thirty days written notice. In the event of termination, the Corporation shall be paid for services performed before and on the termination date, including all reimbursement expenses, and additional services.

In closing, Ms. Mikesell, I want to express from all of us at Everyone's Harvest how excited we are to present this proposal to start and operate the SEASIDE Certified Farmers' Market for 2018. We are requesting approval of this May 1, 2018 to October 31, 2018 - Everyone's Harvest City of Seaside Certified Farmers' Market Proposal. The SEASIDE Market will provide a bounty of healthy produce and community outreach activities to SEASIDE, the City of Seaside, and Monterey County.

If the aforementioned meets your approval, please sign one copy of this letter and return it to Everyone's Harvest for our files. I look forward to the opportunity to meet with you and discuss this new proposal. Please contact me with any additional questions or need for additional information. Thank you for your time and consideration to this Proposal.

Sincerely,

Reid Norris, Executive Director of Everyone's Harvest

CITY OF SEASIDE – ACCEPTED BY:

Signed:  Date: 4/5/18

Printed name:

CRAG MALIN

Title:

CITY MANAGER

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Handwritten text, possibly a date or reference number, located below the header.



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**EVERYONE'S HARVEST
SEASIDE CERTIFIED FARMERS' MARKET
2018 Hold Harmless Agreement: Indemnification and Release**

Seller:

(Hereinafter referred to as "Seller"), being provided selling space at the EVERYONE'S HARVEST SEASIDE CERTIFIED FARMERS' MARKET, agrees to the following terms and conditions:

1. EVERYONE'S HARVEST; operator of, the EVERYONE'S HARVEST SEASIDE CERTIFIED FARMERS' MARKET, (including Market Managers, operated in the future by EVERYONE'S HARVEST, *its affiliates or successors*): and *its officers, independent contractors, employees, agents, board members and volunteers.*
2. "Seller" shall mean any farmer, vendor, participant, volunteer, or entity at EVERYONE'S HARVEST SEASIDE CERTIFIED FARMERS' MARKET; *seller's employees, agents or volunteers, including family member; and its heirs and assigns.*

Indemnification

Seller shall indemnify and hold harmless EVERYONE'S HARVEST, the city of SEASIDE, the County of Monterey, and its City Council, boards and commissions, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, or performing services, work or activities at or in relation to EVERYONE'S HARVEST SEASIDE CERTIFIED FARMERS' MARKET,.

Release

Seller hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activity at the EVERYONE'S HARVEST SEASIDE CERTIFIED FARMERS' MARKET.

Photo Release

I hereby grant EVERYONE'S HARVEST permission to use my likeness in photograph(s) in any publications or publicity materials (including but not limited to books, newsletters, videos and Web use), in perpetuity. I will make no monetary or other claim against EVERYONE'S HARVEST for the use of the photograph(s).

Market Safety Requirements

Seller hereby assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the EVERYONE'S HARVEST RULES AND REGULATIONS, specifically health and safety regulations.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE PROCEDURES OUTLINED IN THIS COPY OF THE *EVERYONE'S HARVEST HOLD HARMLESS AGREEMENT-IDEMNIFICATION AND RELEASE FORM*. IN WITNESS THEROF, this agreement is executed

On: _____ (month), _____ (day) _____ (year)

Seller's Name

Seller's Signature

Address, City, State, Zip

Phone:

PLEASE RETURN WITH APPLICATION/AGREEMENT TO:

Everyone's Harvest

www.everyonesharvest.org

PO Box 1423 Marina, CA 93933

Phone: (831) 384-6961 Fax: (831) 384-6881

When construction is done,

what ELSE would you like to do

-in addition to



- ☒ Bicycle Rodeo
 - ☐ Movies Under the Stars
 - ☐ Performance Art
 - ☐ Street Dances
 - ☐ Chili Cookoff
 - ☐ Farmer's Market
 - ☐ Talent Show
 - ☐ Culinary Crawl
 - ☐ Sidewalk Chalk Art
 - ☐ Car Show
 - ☐ Other
- Clam Chowder Cook Off
- Arts & Crafts fair
- Food Truck / Wilkinton
- 60 carts
- schools



Our mission is to provide access to healthy, affordable fruits and vegetables through certified farmers' markets and community food programs.

Our history

Everyone's Harvest was founded in 2002 by a small group of committed Marina residents. With the focus of a student's capstone project from Cal State Monterey Bay, the group started the Marina Farmers' Market in 2003. This student, now Executive Director and the Board of Directors have grown the nonprofit over the last decade into a robust, value-driven 501(c)3 organization. It operates five certified farmers' markets and is a catalyst for health-related programs across Monterey County.



Cal State University, Monterey Bay

More than 2,000 families are served weekly by Everyone's Harvest markets in Salinas, Marina, Pacific Grove and surrounding communities - with more than 25 small and mid-scale farmers serving them. Everyone's Harvest is growing a community of people who value organic food and rely on Everyone's Harvest for access to local fresh fruits and vegetables.

Community Food Programs

Incentives for Healthy Living

Increasing buying power at farmers' markets

Small-Scale Farmer Support

Helping small-scale farmers improve their businesses

Edible Education for Healthy Families

Encouraging families and youth to choose healthy food

Volunteer Mentoring

Engaging students in nonprofit and food justice work

Goodwill Garden

Empowering people to grow their own produce



"Everyone has a right to healthy, affordable food"

Our Certified Farmers' Markets

-  Fresh fruits and vegetables from local family farmers
-  Prepared foods and unique goods from independent vendors
-  Fun activities and healthy cooking workshops
-  Market Information Booth - your link to the community!



Our markets are unique because...

-  Over half of our farmers are certified organic and grow their produce less than 150 miles from the market where they sell.
-  At our farmers' markets, we accept Electronic Benefit Transfer (EBT), today's food stamps, and offer a Market Match program serving low-income residents.
-  We partner with medical institutions to provide on-site farmers' markets and are piloting a Fresh Produce Prescription program, an innovative partnership between healthcare providers and farmers' markets.
-  We offer free market space to other nonprofits, community groups, and government entities.
-  We have Information and Kids' Booths at every farmers' market.



Certified Farmers' Markets

Marina

Sundays: 10am - 2pm

215 Reservation Rd. (In Marina Village Shopping Ctr.)
Year round

Pacific Grove

Mondays: 3pm - 7pm — Winter hours: 3pm - 6pm

Central & Grand (In front of the Pacific Grove Library)
Year round

East Salinas on Alisal St.

Tuesdays: 11am - 4pm

632 East Alisal Street right next to the WIC office
Open Seasonally - June to the end of October

Natividad Medical Center

Wednesdays: 11am - 3:30pm

1441 Constitution Blvd. at the Natividad Medical Center in
front of the Outpatient Services
Open Seasonally - Mid-May to the end of October

Salinas Valley Memorial Healthcare System

Fridays: 2pm - 6pm

450 East Romie Lane at the corner of Wilgart Way
Open Seasonally - Mid-May to the end of October

All of our markets happily accept EBT/WIC.

Visit our Information Booth and ask about the Market Match program.



Thank you for the support!

To our funders, partners, collaborators, farmers,
vendors, staff, and volunteers. Your involvement
makes *Everyone's Harvest* flourish!



*"We envision every community
having a fair and sustainable
food system"*



Contact us to learn more:
P.O. Box 1423 Marina, CA 93933
info@everyonesharvest.org
www.everyonesharvest.org
(831) 384-6961

Bringing People & Healthy Food Together!



Everyone's Harvest

A Monterey County Non Profit





Everyone's Harvest

Mailing Address: P.O. Box 1423, Marina, CA 93933

Phone: (831) 384-6961 • Fax: (831) 883-3310 • www.everyonesharvest.org

Board of Directors

April 23, 2018

Sarah Hardgrave,
President

Sharon Mikesell
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Maureen Mason,
Vice President

Hester Parker, PhD
Secretary

Re: CERTIFIED FARMERS' MARKET SERVICE PROPOSAL – CITY OF SEASIDE

Dear Ms. Mikesell,

Bruce Delgado,
Treasurer

Thank you for the opportunity to provide a proposal in response to the City of Seaside's request to create a certified farmer's market for the City of Seaside. With your acceptance of our proposal, it is clear the City is eager to initiate a market as soon as possible. However, after meeting with you briefly last week to further discuss our draft proposal, we now understand that the City has not yet approved the Seaside farmers' market site.

Vicki Pearse, PhD

Leticia Hernandez

Mary Pommerich, PhD

Wendy Sosa

We respectfully request that the City determine and approve a suitable market location prior to any further considerations by our Board or efforts by our staff to initiate the market operation. Especially useful will be information about the number of vendor booths (standard size 10' x 10') the market site will be able to accommodate, as well as other market dimensions and location information. Please also consider how vendor vehicle access will be accommodated during the market set up and take down, as well as vendor parking, which would ideally be located adjacent to the booth spaces.

We would be happy to answer any questions you might have about these logistics as you determine the appropriate location. However, since this is a City initiative, we would prefer for the City to take the lead and have an approved location before we do any further planning on our end.

Thank you again for your time and commitment to this project.

Sincerely,

Sarah Hardgrave, President, Everyone's Harvest Board of Directors

cc: Craig Malin, City Manager